

## CORPORATE RESOLUTION

Be it resolved that all duly appointed officers of Countrywide GP LLC, general partner of Countrywide Home Loans Servicing LP ("Countrywide") are hereby appointed as assistant secretaries and vice presidents of GreenPoint Mortgage Funding, Inc. ("GreenPoint") and as such, are authorized in connection with the performance of their duties under that certain Subservicing Agreement, dated as of October 24, 2008 (as the same may be amended, modified or supplemented from time to time in accordance with its terms, the "Subservicing Agreement") between Countrywide and GreenPoint to execute and acknowledge all documents solely for the purpose of:

(i) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument ("Mortgage") and any assignment of Mortgage or reconveyance or release instrument which is required (a) for the proper servicing of the related Mortgage Loan (as defined in the Subservicing Agreement) or otherwise necessary to cure any defect in the chain of title, (b) to ensure that record title to the Mortgage Loan vests in the proper party, and (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan;

(ii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity;

(iii) curing any defects associated with any other document or instrument with respect to a Mortgage Loan related to the servicing thereof pursuant to the Subservicing Agreement;

(iv) pursuing, prosecuting and defending foreclosures (or other comparable conversions to ownership), ejectments, evictions, bankruptcies, suits and other related matters with respect to "Mortgaged Property" (as defined in the Subservicing Agreement), to the extent permitted in the Subservicing Agreement;

(v) executing all deeds, tax declarations, certificate and any other documents or instruments necessary, appropriate or required to list, sell, transfer and assign any Mortgaged Property either by foreclosure or by deed in lieu of foreclosure, with any such deed to be without recourse;

(vi) taking such further actions as are deemed necessary or required to service, administer and endorse the terms of the Mortgage Loans in accordance with the Subservicing Agreement, including, without limitation, executing any subordination or partial release agreements; and

(vii) endorsing checks, drafts, and other evidences of payment made payable to GreenPoint or any subsidiary or affiliate thereof and to authorize third parties to pay to Countrywide, in Countrywide's name, by wire transfer, check, draft or other evidence of payment any payment due to GreenPoint or any subsidiary or

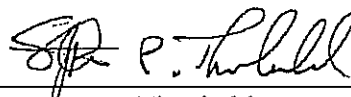
affiliate thereof in connection with the Mortgage or the sale, transfer or assignment of the Mortgaged Property with all such amounts deposited in the "Custodial Account" or "Escrow Account" (each as defined in the Subservicing Agreement) pursuant to the terms of the Subservicing Agreement and/or any other contractual agreement between GreenPoint and Countrywide.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of GreenPoint Mortgage Funding, Inc., have executed this written consent as of the as of the 5<sup>th</sup> day of February, 2009, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation. This Consent may be executed by the undersigned in one or more counterparts, all of which together shall constitute one and the same instrument.

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Michael Azevedo

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Irene D. Gilbert

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John Harrell

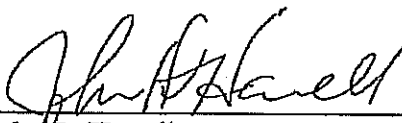
  
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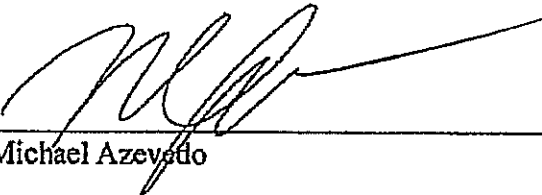
  
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